

## **OCCOQUAN RIVERFRONT BOARDWALK**

### **OCCOQUAN, VIRGINIA**



**August 10, 1995**

**Barnes & Johnson, Inc.**  
**Manassas Park, Virginia**

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The views expressed herein are those of the authors and do not necessarily reflect the views of NOAA or any of its subagencies.



## OCCOQUAN RIVERFRONT BOARDWALK

The Town of Occoquan, located along the southern bank of the Occoquan River near the Potomac River, was founded in 1734. At that time, the Town was a vibrant, colonial village seaport and leading export center for agricultural products destined for seaports around the world. Gradually, the port activities were forced to close, not due to political forces working against it but through deposition of sediment in the shipping channels. The large, deep-drafting cargo ships could no longer make the voyage from the Potomac River to the Occoquan Port without grounding on the shifting sediment. Although commercial shipping activity has ceased, the Town remains as vibrant as ever. Local citizens, proud of their Town's heritage, have been actively restoring old buildings to closely resemble their original conditions, down to the ornate architectural features. In addition, commercial boating facilities for small craft are now again operating on the waterfront. Tourism is the principal source of income for the merchants who sell a variety of art, crafts and antiques.

An element missing from this combination of small shops, water activity and historic atmosphere is a boardwalk along the riverbank. A boardwalk would enhance the ambiance of the Town and allow the residents and tourists alike to stroll along the shore for approximately 1500 feet extending from the parking lot under the Rt. 123 bridge, upstream to the Occoquan Museum which is located in the restored Mill House. The boardwalk would be twelve feet in width and provide for connection to the rear of the buildings along the shore. Owners of these buildings and shops could then install verandas for open air dining along the shore in addition to providing a second access.

Preliminary studies show that most of the bulkheads and shore protection must be repaired prior to commencing with construction of the boardwalk. Included herein is a report from Construction Engineering Services, Inc. that briefly describes the existing conditions of the riverbank and the remedial steps that must be taken for corrective action.

The boardwalk would be a pedestrian walkway along the banks of the Occoquan River extending nearly the full length of the town frontage along the river. After consultations with the engineers and contractors, it was determined that the most cost-effective method of construction and maintenance would be to have the boardwalk straddle the bulkheads. The boardwalk would cantilever over the water, but be anchored on shore.

Anchoring on-shore is preferable to driving piling to support the boardwalk totally over water because the river bottom is bedrock covered with layers of silt. The pilings, without pilot holes, would be subject to the stresses of periodic high water and icing conditions. Also, they will be expensive to install properly because special precautions would be required to prevent damage to nearby building foundations. Anchoring for the boardwalk will be a combination of buried electric poles for a "deadman," screw anchors or concrete footers. Again, existing conditions will determine, in part, the type of anchoring planned. (See the attached sketches).

HT168.034.V8 1995

We have met with the property owners and most have been receptive to the boardwalk crossing their property. Any agreements to provide easements to cross the property must also provide adequate protection of property and any riparian rights of the owners. We are also discussing access easements extending from Mill Street across private property to the boardwalk. It is anticipated that many of the shop owners will make improvements to the riverfront side of their establishments and these additional pedestrian access areas will enhance the project and the owner activities. There is already discussion of open-air cafes or coffee shops, souvenir shops, etc. that will cater to the walk-by or browsing pedestrian.

To reach the goal of ultimately constructing the boardwalk from the Rt. 123 bridge to the Mill House would require the cooperative effort of the Town and each property owner. Property owners are considering such issues as liability, public access through their property, boardwalk hours of operation, maintenance, riparian rights, boat docking accessibility, etc. In response to these concerns, draft documents have been prepared that intend to address these issues. They have been drafted to establish a non-stock corporation which will be responsible for operations and maintenance of the boardwalk, a deed of easement between the property owners and the corporation and bylaws for operation of the corporation. Note that these legal instruments are draft only and have not been reviewed nor approved by Town Council or property owners.

The estimated cost for repairs to the bulkheads and other shore improvements are shown below. These estimates assume that the bedding conditions will not require extraordinary anchoring and there will be minimum unforeseen additional expenses. Also, it has been assumed that the boardwalk will be constructed along each property except Prince William Marina, which has a boat launching facility that must remain operational, and at two establishments that have existing boardwalks which we plan to connect.

Bulkhead repairs	\$300,000
Riverfront boardwalk	\$525,000

The estimated costs do not include any additional expenses that may be incurred as a requirement for compliance with any federal or state permits.

The Riverfront Boardwalk is a project that can be completed through the cooperative effort of the Town Council, property owners and merchants. Completion of the project will take advantage of the natural amenities of the Occoquan River and increase accessibility of the commercial activities of the Town. An additional spin-off of the project will be additional river traffic coming in to take advantage of the improvements.

**ENGINEER'S REPORT**

## Construction Engineering Services, Inc.

6127 MOONPATTERNS TRAIL  
FAIRFAX STATION, VIRGINIA 22039  
(703) 631-0107

MAILING ADDRESS: P.O. BOX 168  
CLIFTON, VIRGINIA 22024-0168  
FAX (703) 631-4177



June 14, 1995

Barnes & Johnson, Inc.  
8505 Euclid Avenue, Suite One  
Manassas Park, Virginia 22111

Attention: James T. Barnes

Reference: Assessment of shoreline conditions for proposed walkway structure  
Town of Occoquan, Virginia

Gentlemen:

The following is a report on the existing conditions along the Occoquan River shoreline in the Town of Occoquan and the repairs or upgrades necessary to the existing shoreline structures to accommodate the proposed walkway along the river. The proposed 12 foot wide walkway is to begin at the paved public parking area under the Route 123 Bridge approximately 30 LF downstream from the end of the existing walkway behind 125 Mill Street and extend upstream to the museum property at 413 Mill Street where it will turn southwest away from the river and continue up the hillside and terminate at the existing sidewalk along Mill Street (See Exhibit 1).

Paved Public Parking under Route 123 Bridge - The shoreline along the northwest corner of this parcel where the walkway is to begin is currently an unprotected slope with no bulkhead or stone revetment. The terrain slopes from approximately Elev. 0 at Mean Low Water to Elev. 8 at the top of the slope where the paved parking area begins approximately 20 feet back from Mean Low Water. Because of the relative flatness of the existing slope (2.5H:1V) and the fact that the adjacent upstream property is protected with a stone revetment (approx. 2H:1V) the shoreline protection / walkway scheme shown in Exhibit 'A' utilizing a stone revetment should be proposed for the 30 LF of walkway planned for this property.

125 Mill Street - Riverwalk - The shoreline along the entire length of this property is protected with a stone revetment in good condition and currently has a 12 foot wide walkway in a configuration very similar to that shown in Exhibit 'A'. Some structural modifications will be required on the framing of this walkway to bring it in compliance with BOCA Building Code requirements for a structure of this type. Some additional floor joists will need to be added to compensate for the 15 foot span on the existing 2"x12" joists. and the 3"x12" headers will need to be strengthened along the cantilever portion by adding an additional member or a knee brace.

203 Mill Street - Sea Sea & Co. - The shoreline along the initial 25 LF at the southeast corner of this property is currently an unprotected earth slope while the remainder of the property (approx. 120 LF) is retained by a 5 foot high timber bulkhead in serviceable condition which has an existing 6 foot wide walkway along its length. The 25 LF unprotected portion along the southeast corner should be

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James T. Barnes  
Barnes & Johnson, Inc.  
June 14, 1995

upgraded with the stone revetment shoreline protection/walkway scheme shown in Exhibit 'A'. The remainder of the property is to remain with a 6 foot wide walkway because widening the walkway in this area would encroach on the existing boat slips in the marina behind this property.

Mamie Davis Park - The shoreline along this park (approximately 80 LF) is currently protected with a stone revetment and there is an elevated access walkway perpendicular to the shoreline that extends out to a timber observation deck approximately 7 feet above M.L.W. The 40 LF of shoreline extending upstream from the end of the 6 foot wide walkway along 203 Mill Street to the elevated access walkway at the approximate center of this property should have the stone revetment upgraded and configured to accommodate the walkway as shown in Exhibit 'A'. The remainder of this property is to remain as it is because the adjacent property on the upstream side is a marina and boat repair yard with a boat ramp and haulout facilities along the shoreline which preclude the construction of the walkway along that property so the new walkway can be terminated at the existing elevated access walkway which provides a direct route to the sidewalk along Mill Street to permit pedestrians to walk around the marina property on the sidewalk and re-enter the walkway along the river where it resumes at 301 Mill Street just upstream from the marina.

207 - 213 Mill Street - Prince William Marina - This property has a concrete capped lightweight steel sheet pile bulkhead along the shoreline which is in good serviceable condition. As previously mentioned, because of the boat ramp, haulout pier and other marina activities that take place along the shoreline, the construction of the walkway across this property is not feasible so pedestrians would be routed back out to the Mill Street sidewalk to go around this property and then re-enter the walkway along the river at 301 Mill Street.

301 Mill Street - This property has an existing deteriorated timber bulkhead along the shoreline which has failed in some places and is failing in other locations. This bulkhead should be replaced with a new pressure treated timber bulkhead with the walkway cantilevered over the bulkhead as shown in Exhibit 'B'.

305 Mill Street - This property also has an existing deteriorated timber bulkhead the length of its shoreline which has failed in some places and is failing in other locations. This bulkhead should be replaced with a new pressure treated timber bulkhead with the walkway cantilevered over the bulkhead as shown in Exhibit 'B'.

307 Mill Street - This property also has an existing timber bulkhead which is very deteriorated and should be reconstructed prior to constructing the cantilevered walkway as shown in Exhibit 'B'.

309 Mill Street - This property has an existing timber bulkhead which has failed and the bulkhead failure has undermined a concrete slab immediately behind the bulkhead causing the slab to fracture and collapse into the undermined area. This bulkhead also needs to be replaced with a new pressure treated timber bulkhead with the cantilevered walkway as shown in Exhibit 'B'.

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June 14, 1995

311 Mill Street - This property has some unusual timber shore protection created by laying logs approximately 12" to 14" in diameter and in varying lengths parallel to the shoreline and stacking them three or four rows high. The logs are restrained laterally by steel pipes and timber stakes driven in the ground and are in some cases placed behind live trees to utilize the tree trunk for lateral support. This property should have a new pressure treated timber bulkhead constructed with the cantilevered walkway as shown in Exhibit 'B'.

313 Mill Street - This property has a continuation of the horizontal log timber shore protection as described for 311 Mill Street and should also have a new pressure treated timber bulkhead constructed with the cantilevered walkway as shown in Exhibit 'B'.

405 Mill Street - The first 70 LF of shoreline of this property from 313 Mill Street heading upstream continues the horizontal log shore protection scheme. This area should have a new pressure treated timber bulkhead constructed with the cantilevered walkway as shown in Exhibit 'B'. The remaining 60 LF of shoreline has some type of timber bulkhead capped and faced with concrete with a concrete slab on grade immediately behind the bulkhead. This 60 foot portion of bulkhead is in serviceable condition but is showing some signs of deterioration and should be checked more extensively if this project proceeds to determine what remedial measures, if any need to be taken. Once the bulkhead has been determined to be sound, the walkway can be installed in the manner shown in Exhibit 'B' with only slight variation required as shown in Exhibit 'C'.

407 Mill Street - The bulkhead along this property is a continuation of the timber bulkhead with a concrete cap and slab on grade behind the bulkhead that ran along the upstream 60 LF of 405 Mill Street. This bulkhead is also in serviceable condition but is showing signs of deterioration and should be checked more extensively if this project proceeds to determine if any remedial measures need to be taken. Once the bulkhead has been determined to be sound, the walkway can be installed in the manner shown in Exhibit 'C'.

409 - 411 Mill Street - This property is protected by a continuous interlocking steel sheet piling bulkhead. The sheet piling appears to be the old PDA 27 section. This bulkhead is in good serviceable condition, and the walkway can be installed as shown in Exhibit 'D'. This bulkhead does increase in elevation as it moves upstream, so the walkway elevation will have to be adjusted so it ramps up in conjunction with the bulkhead elevation changes.

413 Mill Street - The shoreline along this property is a steep sloping tree covered bank with naturally occurring rock outcroppings. The walkway turns southwest away from the river at the corner of this property with 411 Mill Street and it continues up the slope and terminates at the sidewalk on Mill Street at the front of the 413 Mill Street property. The walkway will have to be a combination of ramps, stairs and landings as it works its way up the steep slope. The framing in this area will be conventional timber deck framing supported on pressure treated timber posts bearing on concrete footings.

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James T. Barnes

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June 14, 1995

The information in this report is based on preliminary survey data furnished by your firm and on approximate field measurements made during our site investigation, therefore, before any construction documents are prepared these measurements should be verified by more precise means. If you have any questions or if you require any additional information or want to pursue any aspect of the design development further, please contact us.

Very truly yours,

CONSTRUCTION ENGINEERING SERVICES, INC.

A handwritten signature in dark ink, appearing to read "Hal Goodman", with a stylized flourish at the end.

Hal Goodman, P.E.  
President

**CONSTRUCTION  
ENGINEERING SERVICES, INC.**

P.O. Box 168  
CLIFTON, VIRGINIA 22024-0168  
PHONE (703) 631-0107  
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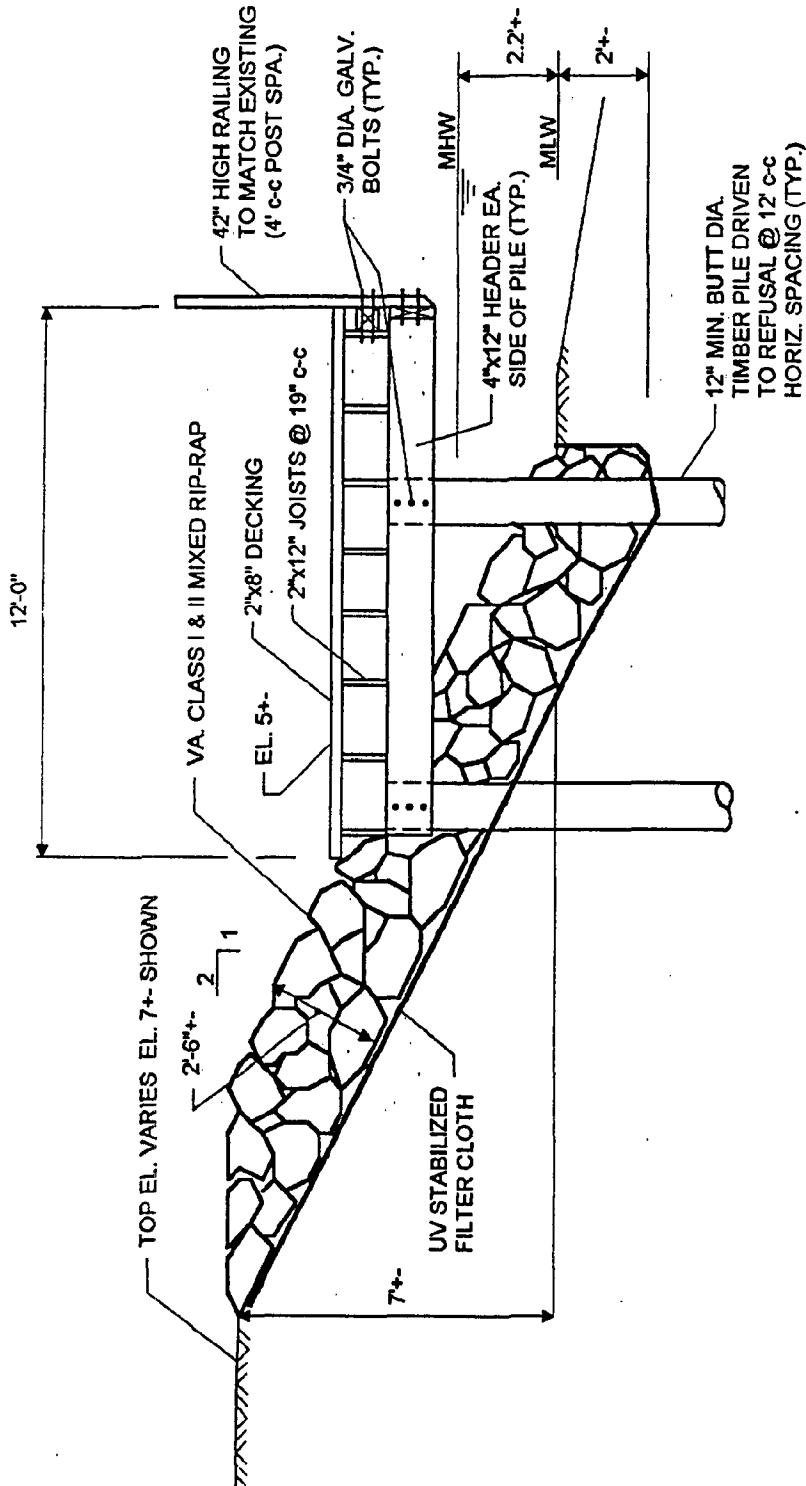
JOB OCCOQUAN RIVER WALKWAY - EXHIBIT 'A'

SHEET NO. 5 OF 8

CALCULATED BY H.G. DATE 6-14-95

CHECKED BY H.G. DATE 6-14-95

SCALE \_\_\_\_\_



NOTE: ALL TIMBER TO  
BE CCA TREATED  
TO 1.5 LB./CF RET.

**TYPICAL SECTION OF STONE REVETMENT & WALKWAY**

SCALE: 1/4" = 1'-0"

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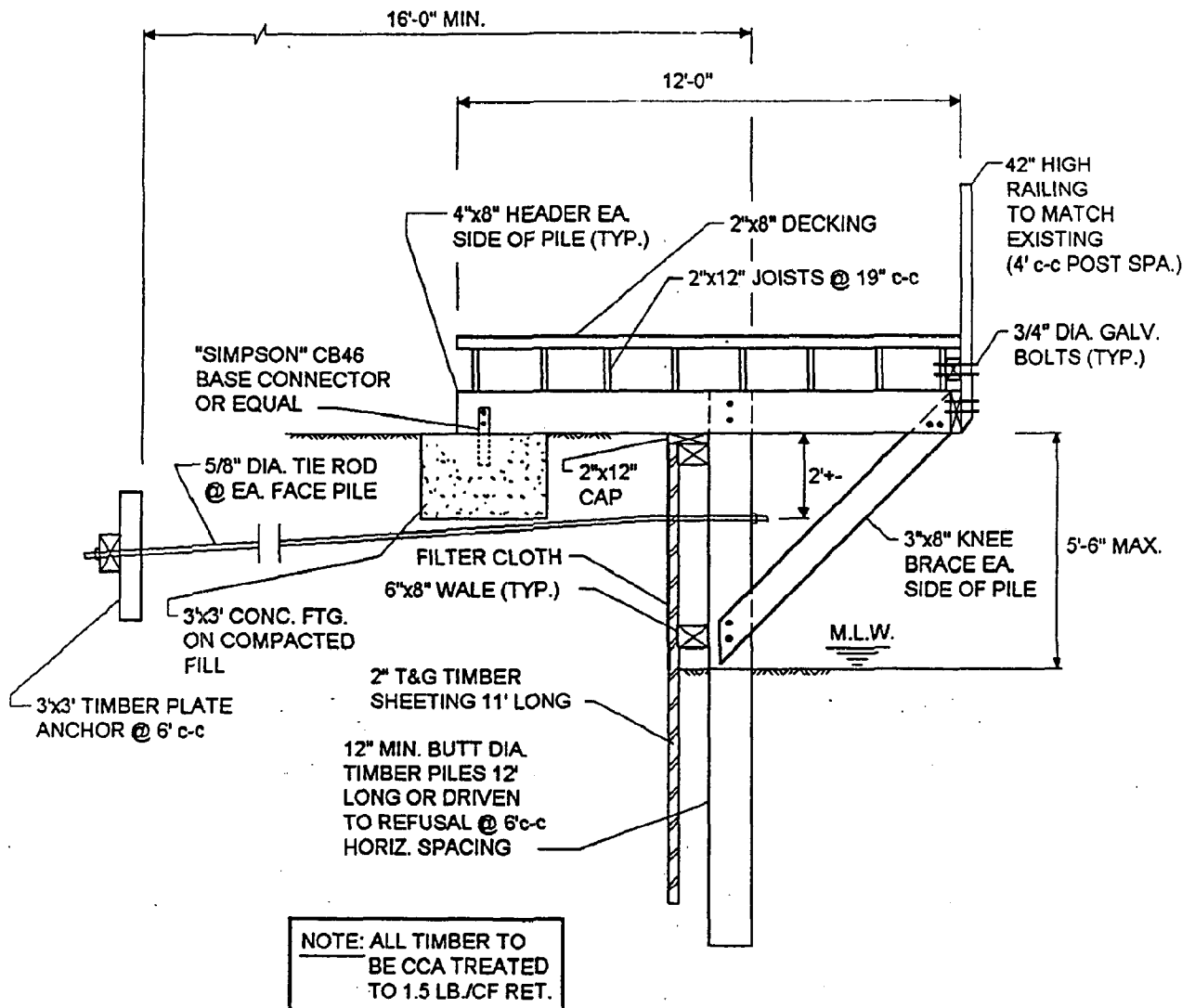
JOB OCCOQUAN RIVER WALKWAY - EXHIBIT 'B'

SHEET NO. 6 OF 8

CALCULATED BY H.G. DATE 6-14-95

CHECKED BY H.G. DATE 6-14-95

SCALE



**TYPICAL SECTION OF TIMBER BULKHEAD & WALKWAY**

SCALE: 1/4" = 1'-0"

**CONSTRUCTION  
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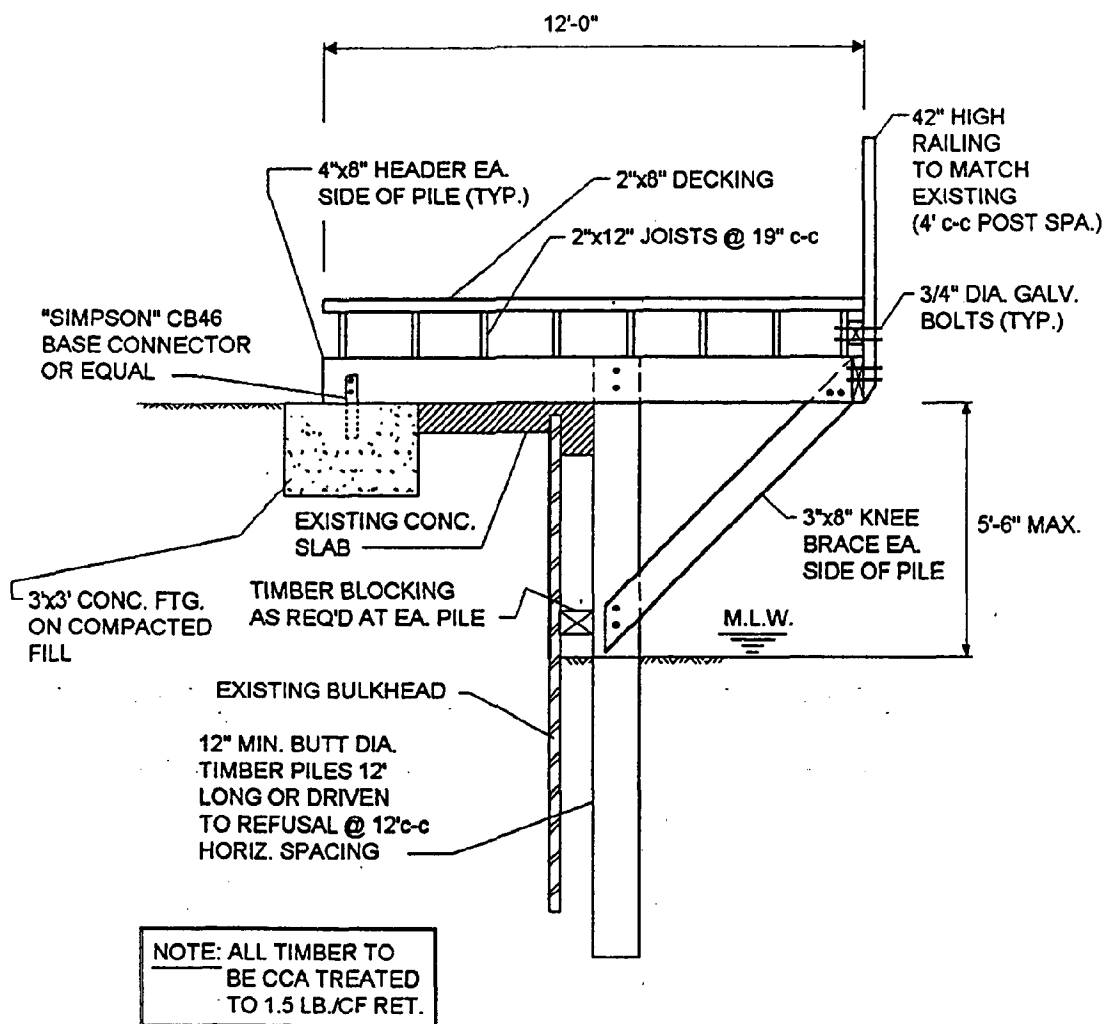
JOB OCOQUAN RIVER WALKWAY - EXHIBIT 'C'

SHEET NO. 7 OF 8

CALCULATED BY H.G. DATE 6-14-95

CHECKED BY H.G. DATE 6-14-95

SCALE \_\_\_\_\_



**TYPICAL SECTION OF EXISTING TIMBER BULKHEAD & WALKWAY**

SCALE: 1/4" = 1'-0"

**CONSTRUCTION  
ENGINEERING SERVICES, INC.**

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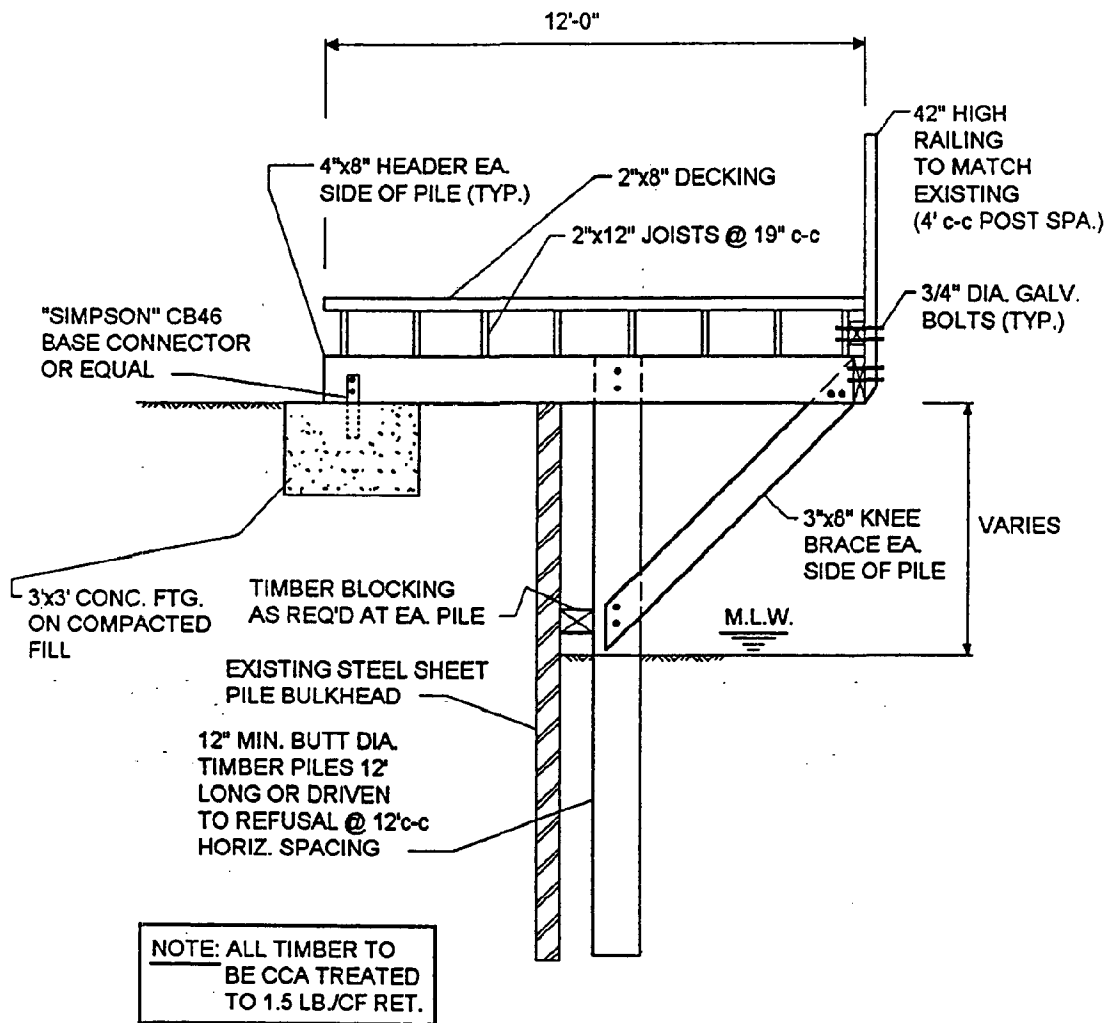
JOB OCCOQUAN RIVER WALKWAY - EXHIBIT 'D'

SHEET NO. 8 OF 8

CALCULATED BY H.G. DATE 6-14-95

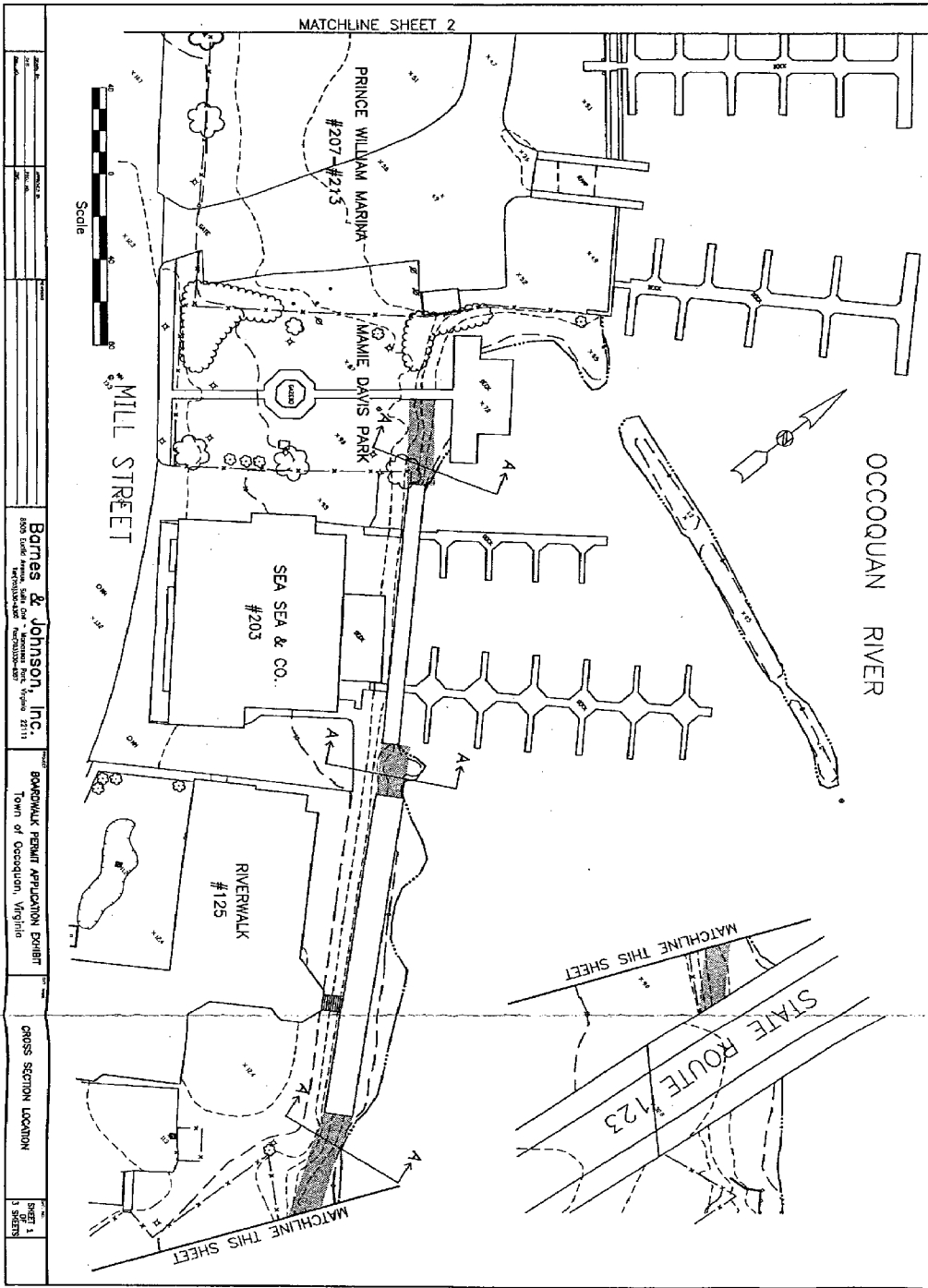
CHECKED BY H.G. DATE 6-14-95

SCALE \_\_\_\_\_

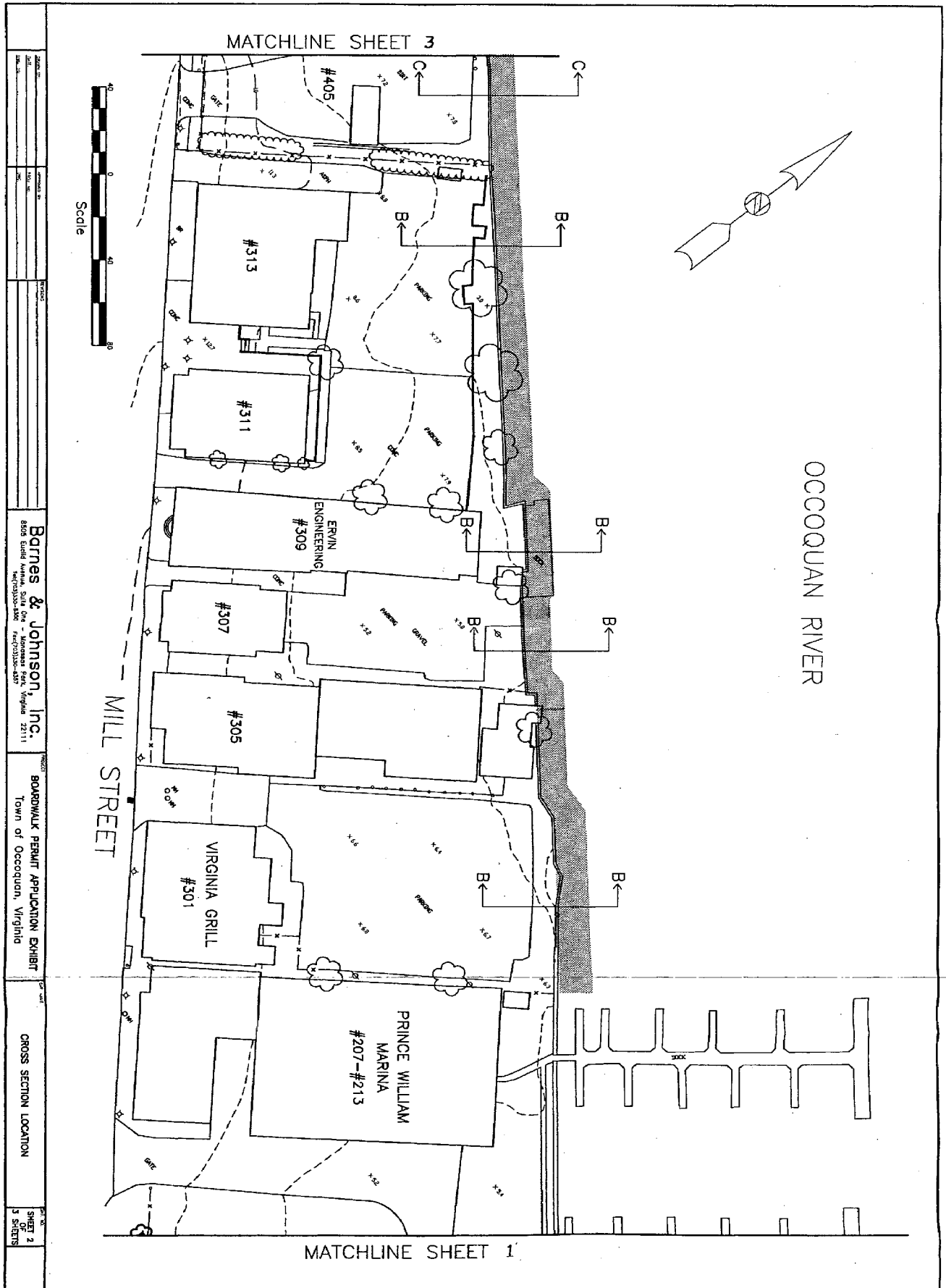


**TYPICAL SECTION OF EXISTING STEEL BULKHEAD & WALKWAY**

SCALE: 1/4" = 1'-0"



DATE: 10/1/00	PROJECT: 0001	BY: J. H. BARNES	CHECKED: J. H. BARNES
DESIGNED BY: J. H. BARNES	PROJECT NO.: 0001	DATE: 10/1/00	SCALE: AS SHOWN
<b>Barnes &amp; Johnson, Inc.</b> 2005 LINDSEY DRIVE, SUITE 201 FALLS CHURCH, VIRGINIA 22041			
BOARDWALK PERMIT APPLICATION EXHIBIT Town of Occoquan, Virginia			
CROSS SECTION LOCATION			SHEET 1 3 SHEETS



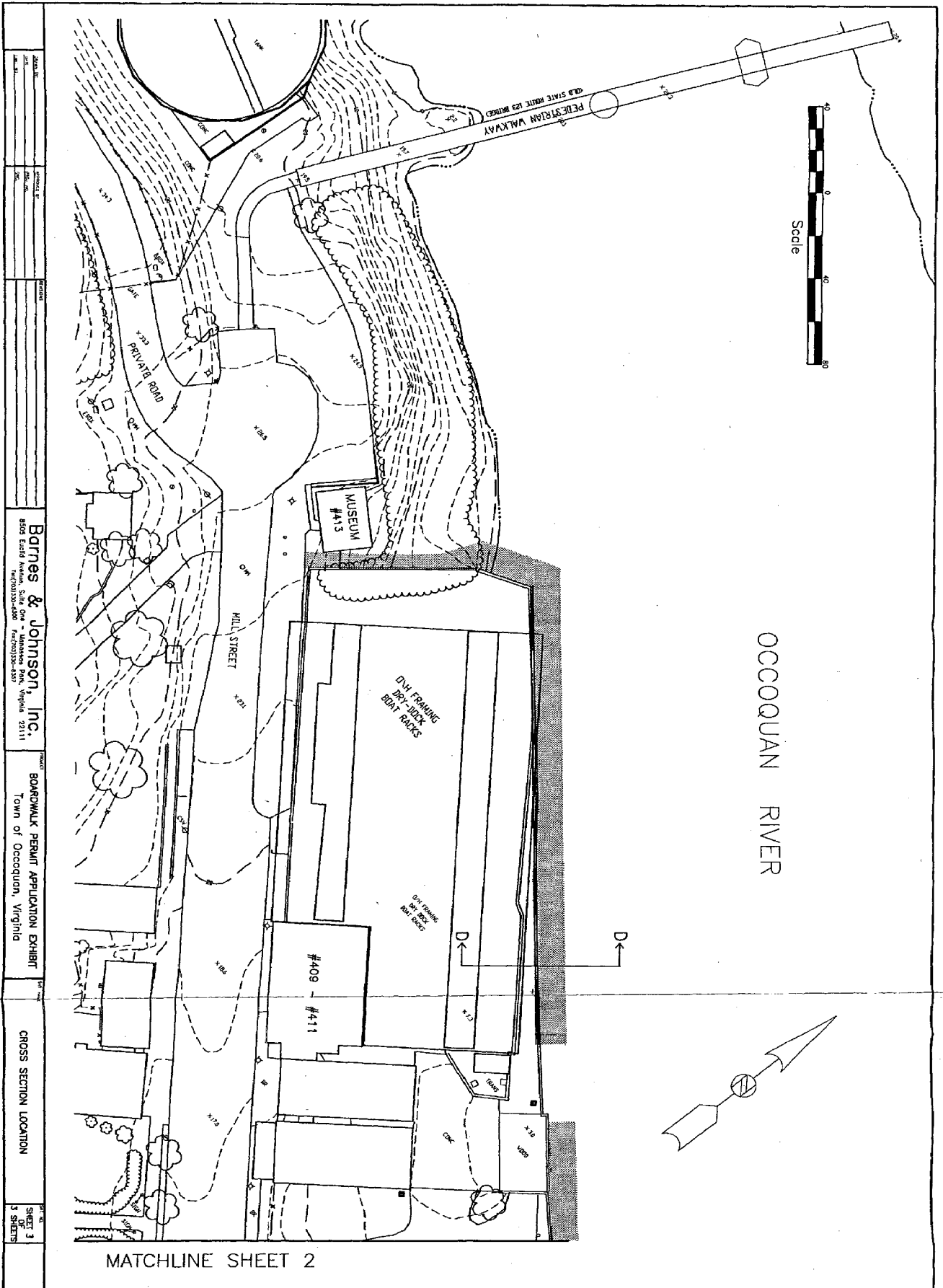
DATE: 10/1/00	PROJECT: 8505 ELLIS AVENUE, SUITE ONE - MONROE PARK, VIRGINIA 22111	PROJECT: BOARDWALK PERMIT APPLICATION EXHIBIT	PROJECT: CROSS SECTION LOCATION	SHEET 2 OF 5 SHEETS
DRAWN BY: J. L. BARNES	DATE: 10/1/00	PROJECT: 8505 ELLIS AVENUE, SUITE ONE - MONROE PARK, VIRGINIA 22111	PROJECT: BOARDWALK PERMIT APPLICATION EXHIBIT	PROJECT: CROSS SECTION LOCATION
CHECKED BY: J. L. BARNES	DATE: 10/1/00	PROJECT: 8505 ELLIS AVENUE, SUITE ONE - MONROE PARK, VIRGINIA 22111	PROJECT: BOARDWALK PERMIT APPLICATION EXHIBIT	PROJECT: CROSS SECTION LOCATION
APPROVED BY: J. L. BARNES	DATE: 10/1/00	PROJECT: 8505 ELLIS AVENUE, SUITE ONE - MONROE PARK, VIRGINIA 22111	PROJECT: BOARDWALK PERMIT APPLICATION EXHIBIT	PROJECT: CROSS SECTION LOCATION

Barnes & Johnson, Inc.

BOARDWALK PERMIT APPLICATION EXHIBIT  
Town of Occoquan, Virginia

CROSS SECTION LOCATION

SHEET 2  
OF  
5 SHEETS



**ARTICLES OF INCORPORATION**

**BY-LAWS**

**DEED OF EASEMENT**

DRAFT  
7/25/95

ARTICLES OF INCORPORATION  
OF  
THE OCCOQUAN RIVERFRONT ASSOCIATION  
A VIRGINIA NON-STOCK CORPORATION

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia, as amended, the undersigned, who is a resident of the Commonwealth of Virginia, and who is of full age, has this day determined to form a non-stock corporation not for profit and does hereby certify:

ARTICLE I

The name of the corporation is THE OCCOQUAN RIVERFRONT ASSOCIATION hereinafter called the "Association".

ARTICLE II

The initial registered office of the Association is located at 14914 Jefferson Davis Highway, Woodbridge, Virginia 22191 which is located in the County of Prince William.

ARTICLE III

Jay du Von, whose business address is the same as the registered office, and who is a member of the Virginia State Bar, is hereby appointed the initial registered agent of the Association.

#### ARTICLE IV

The By-Laws of the Association shall set forth the qualifications and rights of the Members of the Association and limits on the Members' rights to vote.

#### ARTICLE V

The Association shall have six (6) Directors, five of whom shall be elected by the Members in the manner set forth in the Bylaws and one (1) which shall always be a duly designated representative of the Town of Occoquan, Virginia.

Date: \_\_\_\_\_

\_\_\_\_\_  
Incorporator

BY-LAWS

OF

THE OCCOQUAN RIVERFRONT ASSOCIATION

(A Virginia Non-Stock Corporation)

DRAFT

7/25/95

ARTICLE I

NAME

The name of the Corporation is Occoquan Riverfront Association, hereinafter called the "Association".

ARTICLE II

PURPOSE

A. Recognizing that better utilization of the Occoquan riverfront can be mutually beneficial to the Riverfront Owners (hereafter defined) and the Town of Occoquan, this Association is formed to promote and facilitate cooperative efforts of the members for the mutual benefit of the Riverfront Parcels (hereafter defined), which efforts shall include:

(i) planning and designing a Riverfront Boardwalk which will connect all or most of the Riverfront Lots ("Boardwalk");

(ii) developing a consistent plan for use of the Boardwalk so that it will be an attraction to visitors and may be used by visitors during reasonable hours as though the Boardwalk were under single ownership in spite of the fact that it will cross properties under different ownership;

(iii) working together with the Town to apply for available funding, from any source which will aid in the construction of the Boardwalk and redevelopment of the Occoquan Riverfront;

(iv) developing a consistent plan which will provide public access to the Boardwalk while at the same time providing for the security of the businesses located on the Riverfront Lots;

(v) developing a design and utilization plan which maintains to the maximum extent possible the rights of the individual Riverfront owners to access the immediately adjacent river across the Boardwalk;

(vi) developing a plan for ongoing maintenance, repair and replacement of the Boardwalk and its foundation or underpinnings, including connections to the Riverfront Lots or to docks or piers on the river.

B. The Association does not contemplate financial gain or profit to the members.

C. The Association shall have and exercise any and all powers, rights, and privileges which an association formed under Virginia law may now or hereafter have or exercise.

### ARTICLE III

#### MEMBERS

1. Membership Requirements. The members of the Association ("Members") shall be limited to the owners of record of the nineteen (19) parcels listed on Exhibit "A" attached hereto or any portion thereof ("Riverfront Parcels") and their successors and assigns ("Riverfront Owners") which have executed and delivered a Deed of Easement in favor of the Association in the form attached hereto as Exhibit "B" (the "Deed of Easement"). Only those Riverfront Owners who have executed the Deed of Easement shall be Members of the Association. In addition, the Town of Occoquan, Virginia, a body corporate and politic ("Town"), shall always be a Member acting by and through its Mayor or its other duly authorized designee. Under no circumstances shall the Association have more than thirty-five (35) Members.

2. Meetings of Members.

(a) The annual meeting of members of the Association shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Association. The first annual meeting shall be held on a date within twelve (12) months after the formation of the Association. Each successive annual meeting shall be held on a date not more than twelve (12) months following the preceding annual meeting. Special meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Association from time to time and by the members on such date or dates as shall be permitted by law.

(b) Any annual or special meeting of members may be held at such place within or without the Commonwealth as the Board of Directors of the Association may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a special meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Association.

(c) Special meetings of members may be called by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

(d) Written notice stating the place, day and hour of the meeting shall attempted to be given for all meetings but shall not be required. Such notice shall state the person or persons calling the meeting. Notice for an annual meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of special meeting shall state the purpose or purposes for which the meeting is called. At any special meeting, only the business stated in the notice of meeting may be transacted. Notice of meeting shall be given, either personally or by first class mail, not less than ten (10) days nor more than fifty (50) days before the date of the meeting, to each member at his address recorded on the records of the Association, or at such other address which the member may have furnished in writing to the Secretary of the Association. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a waiver of notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors shall set forth any amendments to the By-Laws of the Association adopted by the Board of Directors, together with a concise statement of the changes made.

(e) At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and, upon request therefor, any member who has given written notice to the Association, which request shall be made at least ten (10) days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.

(f) At each annual meeting of members, the Board of Directors shall present an annual report. Such report shall be filed with the records of the Association and entered in the minutes of the proceedings of such annual meeting of members.

(g) Meetings of the members shall be presided over by the following officers, in order of seniority: the President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Association shall act as secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a secretary of the meeting.

(h) The order of business at all meetings of members shall be as follows:

Roll call.  
Reading of the minutes of the preceding meeting.  
Report of standing committees.  
Officers' reports.  
Old business.  
New business.

(i) Every member may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven (11) months from its date.

3. Members' Voting Rights.

(a) Members shall have the right to vote only for the purpose of electing the members of the Board of Directors of the Association and for no other purpose. Each Member shall be entitled to a number of votes which shall be equal to the proportionate share of the total square feet contained within all of the Riverfront Parcels which is contained within the Riverfront Parcel or Parcels owned by such Member. The total number of votes in the Association shall always equal one hundred (100). By way of example, if the total square footage contained within the Riverfront Parcels is one hundred thousand square feet (100,000 sq. ft.) and a Member owns a Riverfront Parcel containing ten thousand square feet (10,000 sq. ft.), such Member would have ten (10) votes in the Association.

ARTICLE IV

BOARD OF DIRECTORS

1. All of the Association's affairs shall be managed by the Board of Directors consisting of six (6) individuals. . Each director shall be at least twenty-one (21) years of

age. The Board of Directors ("Board") shall consist of five (5) members elected annually by the Members of the Association ("Member Representatives") at the Association's annual meeting. The sixth (6th) member of the Board shall always be a duly designated representative of the Town ("Town Representative"), who shall be approved by the Town Council. Notwithstanding anything to the contrary stated in these By-Laws, for so long as the Town funds at least \_\_\_\_\_ per cent (\_\_\_\_%) of the annual costs of the maintenance, repair and replacement of the Boardwalk, the affirmative vote of the Town Representative shall be required to approve all actions of the Board. Provided, however, that an action of the Board may be approved by a majority vote of the Member Representatives if the Town Representative abstains in writing from voting on the matter which is before the Board.

2. A director (other than the Town Representative) may resign at any time by giving written notice to the Board of Directors or to an officer of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective. In the event that the Town Representative desires to resign, he shall be permitted to do so but no action of the Board shall be deemed final until a new Town Representative has been appointed to the Board and given an opportunity to vote upon such actions, unless written notice of such action has been given to the Town Council and more than thirty (30) days has elapsed from receipt of such notice by the Town Council, without the appointment of a new Town Representative.

3. Vacancies in the Board of Directors may be filled by a vote of a majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Association. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his Predecessor.

4. (a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of Members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President or by a majority of the directors then in office.

(c) Written, oral or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any director who signs a waiver of notice before or after the meeting or who attends the meeting without protesting the lack notice to him.

5. Subject to the other provisions of these By-Laws, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors, a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the Association shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

6. The President, or in his/her absence the Vice President, shall preside at all meetings of the Board of Directors. In the absence of the President and Vice President, any other director chosen by the Board shall preside.

7. The Board of Directors may designate from their number an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

## ARTICLE V

### OFFICERS

1. The Board of Directors may elect or appoint a President, one or more vice-presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President shall be a director. Any two (2) or more offices may be held by the same person except the office of President and Secretary.

2. Each officer shall hold office until the annual meeting of the Board of Directors and until his successor has been duly elected and qualifies. The Board of Directors may remove any officer with or without cause at any time.

3. (a) The President shall be the chief executive officer of the Association, shall have the responsibility for the general management of the affairs of the Association, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Association, the vice-president, or, if there be more than one, the Executive vice-president shall have all the powers and functions of the President. The vice-president

shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Association, and shall deposit said funds in the name of the Association in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Association when countersigned by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and countersigned by the President.

(d) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Association and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Association which shall have been authorized by the Board of Directors and shall have charge of all books and records of the Association.

(e) The Town Engineer of the Town of Occoquan shall also be an officer of the Association whose approval shall be required for all actions, decisions, and issues relating to the Boardwalk which in any manner involve the physical design of the Boardwalk, which affect in any way the ongoing maintenance, repair and replacement of the Boardwalk or in any way affect the use of the Boardwalk for its intended purposes.

## ARTICLE VI

### MISCELLANEOUS

1. The Association shall keep at the principal office of the Association complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors or any committee appointed by the Board of Directors, as well as a list or record containing the names and addresses of all members.

2. The Association's seal shall be in such form as the Board of Directors shall from time to time prescribe.

3. The fiscal year of the Association shall be fixed by the Board of Directors from time to time, subject to applicable law.

## ARTICLE VII

### MEMBER AGREEMENT

These By-Laws shall constitute an agreement among the Members of the Association authorized by Section 13.1-852.1 of the Code of Virginia, 1950, as amended,

and may be amended only by a written agreement executed by seventy-five per cent (75.00%) of the Members of the Association, which approval shall in all circumstances require the concurrence of the Town of Occoquan, Virginia.

DEED OF EASEMENT

DRAFT

7/25/95

THIS DEED OF EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 1995 by and between \_\_\_\_\_ [a \_\_\_\_\_ corporation], \_\_\_\_\_ [a \_\_\_\_\_ partnership], \_\_\_\_\_ [an individual], \_\_\_\_\_ and \_\_\_\_\_, [husband and wife] ("Grantor") and the OCCOQUAN RIVERFRONT ASSOCIATION, a Virginia non-stock corporation ("Grantee")

RECITALS:

A. Grantor is the owner of that certain parcel of real property located in the Town of Occoquan, Prince William County, Virginia, known as Prince William County GPIN # \_\_\_\_\_, being the same or a portion of the real property acquired by the Grantor by virtue of that certain Deed recorded in Deed Book \_\_\_\_ at Page \_\_\_\_ among the land records of Prince William County, Virginia ("Property").

B. Grantor has agreed to convey a perpetual non-exclusive easement ("Easement") to Grantee \_\_\_\_\_ feet in width over that portion of the Property depicted upon the plat attached hereto entitled " \_\_\_\_\_ " for the design, construction, installation, maintenance, repair and replacement of a riverfront boardwalk ("Boardwalk") which shall be for the use of the invitees and customers of the Riverfront Owners defined in the By-Laws of the Occoquan Riverfront Association which are attached hereto as Exhibit "B" and incorporated herein by reference ("By-Laws") and which shall also be for the use of the general public during reasonable hours and subject to such other reasonable rules and regulations that may be adopted by the Board of Directors of Grantee pursuant to the By-Laws.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, Grantor does hereby grant and convey the Easement to Grantee over that portion of the Property labeled "\_\_\_\_\_ Foot Easement for Riverfront Boardwalk" upon Exhibit "A".

The Easement shall be subject to the following conditions:

1. The Easement shall be a perpetual non-exclusive easement for the use of Grantee and Grantee's officers, directors, employees, agents and contractors, the general public, and the Riverfront Owners, as defined in the By-Laws, and their respective customers, invitees, heirs, successors and assigns.

2. Grantee shall have the right to utilize the Easement for the purpose of the design, installation, maintenance, repair and replacement of the Boardwalk under such conditions as may be reasonably determined by Grantee in its sole reasonable discretion. In addition, during the initial period of construction of the Boardwalk, and during any subsequent period in which maintenance, repair, or reconstruction thereof may be necessary, Grantee shall have the right and privilege of using such land abutting the Easement as is reasonably necessary for the purpose of placing thereon dirt, rock and other material excavated from the Easement, and for the purpose of bringing to the Easement such machinery, materials and equipment as they may be reasonably necessary for the installation, repair, maintenance and construction of the Boardwalk. Provided, however, that all the forgoing shall be conducted in the manner as shall occasion the least practicable damage and inconvenience to Grantor.

3. Grantor shall retain the right to use the land subject to the Easement in any manner which shall not interfere with the use and enjoyment of the Easement by Grantee. Grantor shall at all times have the right to cross over and upon the said Easement for access to the Occoquan River and otherwise to use the surface over the Easement in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the Boardwalk, except that the ground surface elevation shall not be

changed and no building, fence or other structure shall be erected over the Easement and boats, ships and other marine vehicles and apparatus may not be tied to the Boardwalk.

4. For the purpose of inspecting, maintaining, repairing and replacing the Boardwalk, Grantee shall have the right of ingress and egress to and from the Easement over such private roads as may now or hereafter exist on the Property. Any damages to such private roads resulting from such use shall be repaired by Grantee at its expense. The right, however, is reserved to Grantor to shift, relocate, close or abandon private roads at any time. If there are no public or private roads reasonably convenient to the Easement, Grantee shall have such right of ingress and egress over the Property between public or private roads and the Easement, which right is to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to Grantor. Grantee shall be liable for all damages resulting from its exercise of the right of ingress and egress.

5. Whenever the enjoyment of its rights hereunder requires Grantee to disturb the surface of the ground, Grantee will proceed diligently with any work necessary, will promptly conclude such work, and immediately thereafter restore the same insofar as practicable to its condition prior to being so disturbed or to the mutual satisfaction of both Grantor and Grantee at no expense to Grantor.

6. The consideration hereinabove mentioned is paid by Grantee and accepted by Grantor as full and total payment for all damages to the Property or other obstructions within the Easement, for all obstructions or structures outside the Easement trimmed or felled during the initial construction of Grantee's facilities, for all other rights and privileges hereinabove set forth, and for any damages to the residue of Grantor's lands.

7. Grantor covenants that it is seized of and has the right to convey the Easement and to grant rights and privileges appurtenant thereto; that Grantee shall have

quiet and peaceable possession, use and enjoyment of the aforesaid Easement; and that Grantor shall execute such further assurances thereof as may be required.

By its execution hereof, Grantor expressly approves the By-Laws of the Association which are attached hereto as Exhibit "B".

WITNESS the following signatures and seals:

GRANTOR:

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GRANTEE:

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STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing \_\_\_\_\_, has personally acknowledged, subscribed and sworn to the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing \_\_\_\_\_, has personally acknowledged, subscribed and sworn to the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

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